

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jody A. Bedenbaugh 8037992000	
B. E-MAIL CONTACT AT FILER (optional) jody.bedenbaugh@nelsonmullins.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Nelson Mullins Riley & Scarborough LLP P.O. Box 11070 Columbia, SC 29211	

SC SECRETARY OF STATE
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME Alderson		FIRST PERSONAL NAME Frederick	ADDITIONAL NAME(S)/INITIAL(S) Scott	SUFFIX
1c. MAILING ADDRESS 23 John Galt Way		CITY Mount Pleasant	STATE SC	POSTAL CODE 29464	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME Winters		FIRST PERSONAL NAME Colette	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS c/o George B. Cauthen P.O. Box 11070		CITY Columbia	STATE SC	POSTAL CODE 29211	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

055600/01500

EXHIBIT A

All of Frederick Scott Alderson's ("*Pledgor*") right, title and interest in, to and under the following, whether presently existing or hereafter acquired or arising (all of which being hereinafter collectively called the "*Collateral*"):

(a) All of Pledgor's economic, governance, information and other rights with respect to his membership interests ("*Membership Interests*") in Global Financial Services Consulting, LLC (the "*LLC*");

(b) Any and all monies due and to become due to Pledgor now or in the future by way of a distribution made to Pledgor pursuant to the operating agreement of the LLC or otherwise in Pledgor's capacity as a holder of the Membership Interests to the extent set forth in the Pledgor's Settlement Agreement with Secured Party ("*Settlement Agreement*");

(c) Any other property of the LLC to which Pledgor now or in the future may be entitled in Pledgor's capacity as a holder of the Membership Interests, by way of distribution, return of capital or otherwise to the extent set forth in the Settlement Agreement;

(d) Any other claim which Pledgor now has or may in the future acquire, in Pledgor's capacity as a holder of the Membership Interests, against the LLC or its property to the extent set forth in the Settlement Agreement; and

(e) To the extent not otherwise included, all proceeds and products of any or all of the foregoing.

For the avoidance of doubt, this security interest shall only apply to the payment of Creditor's Claim under the Settlement Agreement, in the order in which the payment is to be received pursuant to the Settlement Agreement. Nothing herein shall be construed to increase or otherwise modify Pledgor's obligation to pay 70% of Future Income (as defined in and set forth in paragraph 9 of the Settlement Agreement).